

RECORDATION NO. 1180-A Filed & Recorded

BURLINGTON NORTHERN

JAN 5 - 1971 - 8 50 AM

INTERSTATE COMMERCE COMMISSION

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Attorneys

December 30, 1970

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FEE OPERATION BR.

ICC Washington, D. C. Office of the Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Gentlemen:

Enclosed for filing pursuant to Section 20c of the Interstate Commerce Act are three counterparts of Supplemental Lease of Equipment dated as of November 23, 1970 supplementing Spokane, Portland and Seattle Railway Equipment Trust of 1957. The names and addresses of the parties to the transaction are: The First National Bank of Portland (now First National Bank of Oregon), Trustee, Lessor, whose address is 400 S. W. Sixth Avenue, P. O. Box 2971, Portland, Oregon 97208; and Spokane, Portland and Seattle Railway Company, Lessee, whose address is 1200 American Bank Building, Portland, Oregon 97207.

A general description of the equipment covered by the enclosed Supplemental Lease is as follows: Seven (7) 100-ton 2970 cu. ft. capacity 5PSI pressure differential covered hopper cars, mechanical designation LO, Amcar Division, ACF Industries Incorporated, builder, Burlington Northern road Nos. 430050 to 430056, inclusive.

Each unit of equipment shall have stenciled thereon the letters "Burlington Northern Inc.", "Burlington Northern" or "BNI".

The Equipment Trust Lease and Agreement constituting the Equipment Trust were recorded with the Interstate Commerce Commission on May 2, 1957 pursuant to Section 20c of the Interstate Commerce Act and assigned Recordation No. 1180.

Enclosed is check in the amount of \$10.00 payable to the order of the Commission covering the cost of recording the Supplemental Lease. Please return to the undersigned one of the enclosed documents stamped and bearing notice of the recording.

Very truly yours,

John C. Smith
Associate General Counsel

JCS:nm
Enclosures

INTERSTATE
COMMERCE COMMISSION
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ADMINISTRATIVE SERVICES
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LWB

Interstate Commerce Commission

OFFICE OF THE SECRETARY

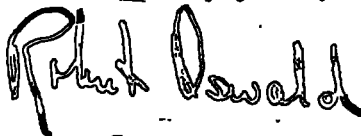
Washington, D.C. 20423

John C. Smith
Associate General Counsel
Burlington Northern Inc.
176 East Fifth Street
St. Paul, MN 55101

Dear Sir:

The enclosed document was recorded pursuant to the
provisions of Section 20c of the Interstate Commerce Act,
49 U.S.C. 20c, on January 5, 1971 at 8:50 A.M.,
and assigned recordation number 1180-A .

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Phil Oswald". The signature is written in a cursive, somewhat stylized script.

Secretary

Encl.

SED Form 30
(1966)

JAN 5 - 1971 - 8 52 AM

INTERSTATE COMMERCE COMMISSION

SPOKANE, PORTLAND AND SEATTLE RAILWAY EQUIPMENT TRUST OF 1957

Supplemental Lease of Equipment

AGREEMENT dated as of the 23rd day of November,
now FIRST NATIONAL BANK OF OREGON,
1970, between THE FIRST NATIONAL BANK OF PORTLAND, / a national
banking association duly incorporated and existing under the
laws of the United States of America (hereinafter called the
"Trustee"), party of the first part, and SPOKANE, PORTLAND
AND SEATTLE RAILWAY COMPANY, a corporation duly organized
and existing under the laws of the State of Washington
(hereinafter called the "Company"), party of the second part.

WHEREAS, by the terms of a certain lease of rail-
road equipment dated April 1, 1957 between The First National
Bank of Portland, as Trustee, and the Company, there was
leased to the Company the railroad equipment described on
page 2 of said lease; and

WHEREAS, certain of the cars included in the rail-
road equipment described in said Lease have been destroyed
by accident and the Company pursuant to Paragraph 6 of said
Lease has deposited, in cash, with the Trustee, pending
replacement of such destroyed equipment, the fair value as of
the date of destruction of the Trust Equipment destroyed; and

WHEREAS, the Trustee, at the request of the Company, using cash so deposited by the Company, has purchased from Amcar Division ACF Industries Incorporated for replacement of said destroyed equipment seven (7) 100-ton 2,970 cu. ft. capacity 5PSI pressure differential covered hopper cars bearing Burlington Northern road Nos. 430050 to 430056, inclusive; and

WHEREAS, pursuant to said Paragraph 6 of said Lease, the parties desire to subject said cars to the terms and conditions of said Lease.

NOW, THEREFORE, it is agreed

1. That pursuant to the provisions of Paragraph 6 of said Lease of railroad equipment dated April 1, 1957, the Trustee has let and leased, and does hereby let and lease, to the Company, said covered hopper cars Nos. 430050 to 430056, inclusive, under and subject to all the terms and conditions of said Lease of railroad equipment dated April 1, 1957, and the Company has accepted, and does hereby accept, delivery and possession of said cars thereunder.

2. Said cars Nos. 430050 to 430056, inclusive, shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Lease in all respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said Lease, and shall

be subject to all the terms and provisions of said Lease and subject to all the terms and conditions of that certain Agreement dated April 1, 1957, between Burlington Equipment Company, Vendor, The First National Bank of Portland, Trustee, and Spokane, Portland and Seattle Railway Company, Northern Pacific Railway Company and Great Northern Railway Company, annexed to and made a part of said Lease.

3. It is understood and agreed that except as otherwise provided in said Lease dated April 1, 1957, the title to and ownership of said cars Nos. 430050 to 430056, inclusive, shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.


4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Lease or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

5. This Supplemental Lease may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Lease or any counterpart hereof to produce or

account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto and attested, as of the day and year first above written.

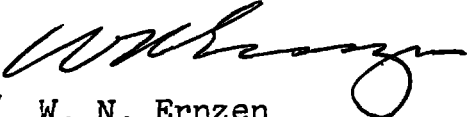
now FIRST NATIONAL BANK OF OREGON, as Trustee
THE FIRST NATIONAL BANK OF PORTLAND, as Trustee/

By 
Assistant Trust Officer

Attest:


Assistant Secretary

...SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

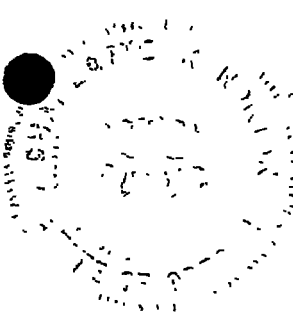
By  /s/ W. N. Ernzen
Vice President

Attest: { CORPORATE }
SEAL


/s/ F. A. Deming
Assistant Secretary

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 23rd day of November 1970, before me personally appeared D. M. Ficklin and James F. Light, Jr., to me personally known, who, being by me duly sworn, say that they are Assistant Trust Officer and Assistant Secretary, respectively, of First National Bank of Oregon, that the seal affixed to the foregoing instrument is the corporate seal of said association, and that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.


Charlotte K Norton
Notary Public for Oregon

My Commission expires: November 21, 1974

STATE OF MINNESOTA }
COUNTY OF RAMSEY } SS

On this 23rd day of November, 1970, before me personally appeared W. N. Ernzen, to me personally known, who, being by me duly sworn, says that he is a Vice President of Spokane, Portland and Seattle Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Trustees, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(NOTARIAL)
(SEAL)

Edith B. LaFave
/s/ Edith B. LaFave
Edith B. LaFave
Notary Public, Ramsey County, Minn.
My Commission Expires Jan. 3, 1975